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16 Attorneys for Defendants
17 MATTHEW HINDE and PATRICIA REDINGTON

18 **UNITED STATES DISTRICT COURT**
19 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
20 **SAN FRANCISCO DIVISION**

21 CVPARTNERS, INC., a California
22 corporation,

23 No. CV 09 0689 SI

24 Plaintiff,
25 v.
26 JEANMARIE BOBEN, an individual;
27 TYLER HUBBS, an individual; MATT
HINDE, an individual; and PATRICIA
REDINGTON, an individual; ANDY
DUNAYCZAN; and DOES 1 to 15,
28 Defendants.

29 **STIPULATED REQUEST FOR DISMISSAL**
30 **OF COMPLAINT AGAINST DEFENDANT**
31 **MATT HINDE AND DISMISSAL OF MATT**
HINDE's **COUNTERCLAIMS AGAINST**
32 **CVPARTNERS, INC.**

33 TO THE HONORABLE SUSAN ILLSTON AND THE CLERK OF THE UNITED
34 STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA,

35 Pursuant to the Settlement Agreement with Mutual Releases ("Agreement") they
36 entered into, Plaintiff CVPARTNERS, INC. and Defendant Matt Hinde stipulate to the
37 dismissal of (1) the above-entitled matter against Matt Hinde and (2) dismissal of Matt
Hinde's Counterclaims against CVPARTNERS, INC. with prejudice, provided:

38 (1) that the dismissals be conditioned on the terms of the Agreement;

- (2) that each party will bear its own costs, expenses, and attorneys' fees; and,
- (3) that the Court retain jurisdiction over the enforcement of the Agreement in the event legal action is required to enforce the terms of the Agreement.

Pursuant to that Agreement, the parties hereby request this Court to enter an order dismissing the case against Matte Hinde and dismissing Matt Hinde's Counterclaims against CVPartners, Inc., all with prejudice, consistent with the above conditions and as set forth in the below Order.

DATED: May 21, 2009

HANSON BRIDGETT MARCUS
VLAHOS & RUDY, LLP

By: /s/

SANDRA L. RAPPAPORT
WALTER R. SCHNEIDER
Attorneys for Plaintiff
CVPARTNERS, INC.

DATED: May 21, 2009

MORGAN, LEWIS & BOCKIUS

By: /s/

L. JULIUS M. TURMAN
Attorneys for Defendant
MATTHEW HINDE

I, Walter R. Schneider , hereby attest, pursuant to N.D. Cal. General Order No. 45, that concurrence to the filing of this document has been obtained from the other signatory hereto

By: _____ /s/
WALTER R. SCHNEIDER

ORDER

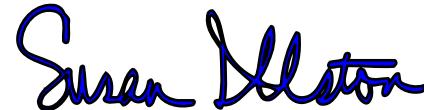
IT IS ORDERED THAT the above-entitled matter is hereby dismissed with prejudice against Matt Hinde, and;

1 IT IS FURTHER ORDERED THAT Matt Hinde's Counterclaims against
2 CVPartners, Inc is dismissed with prejudice;

3 IT IS FURTHER ORDERED THAT the above dismissals are conditioned on the
4 terms of the parties' Settlement Agreement with Mutual Releases. Each party will bear
5 its own costs, expenses, and attorneys' fees.

6 The Court hereby retains jurisdiction over the enforcement of the parties'
7 Settlement Agreement with Mutual Releases in the event legal action is required to
8 enforce its terms.

9 DATED: May _____, 2009



10 HONORABLE SUSAN ILLSTON

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